

1 BILL NO. R-84-12-03

2 RESOLUTION NO. R-

151-84

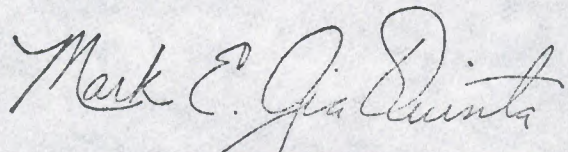
3 A RESOLUTION authorizing the City
4 to enter into a Fire Protection Con-
tract with Zollner Corporation.

5 BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF
6 FORT WAYNE, INDIANA:

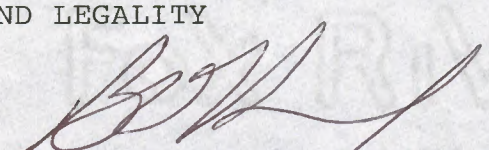
7 SECTION 1. The annexed Fire Protection Contract by
8 and between the City of Fort Wayne, Indiana, and the Zollner
9 Corporation, is hereby approved, ratified, and affirmed in all
10 respects and the appropriate officials of the City of Fort Wayne,
11 Indiana, are hereby empowered to execute same.

12 SECTION 2. Said Fire Protection Contract is made a
13 part hereof and two (2) copies are on file in the Office of the
14 City Clerk and are available for public inspection.

15 SECTION 3. That this Resolution shall be in full force
16 and effect from and after its passage, and any and all necessary
17 approval by the Mayor.

18 
19 _____
20 Councilmember

21 APPROVED AS TO FORM
22 AND LEGALITY

23 
24 _____
25 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Dr. Jones, seconded by Dr. Jones, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 12-11-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Dr. Jones, seconded by Dr. Jones, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>2</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>4</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u> </u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>HENRY</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-18-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. Q-151-84 on the 18th day of December, 1984,

ATTEST: Sandra E. Kennedy (SEAL) Ray A. E. York
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th day of December, 1984, at the hour of 10.00 o'clock A. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of December, 1984, at the hour of 2:00 o'clock 2 .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this _____ day of _____, 1984, between the City of Fort Wayne, Indiana, acting by and through its Mayor and members of the Board of Public Works and Safety, ("CITY") and Zollner Corporation, an Indiana corporation having its principal place of business in Adams Township, Allen County, Indiana ("ZOLLNER").

WHEREAS, ZOLLNER is the owner of certain improvements upon real estate near but outside the corporate limits of the CITY, described as follows:

All buildings and improvements of Zollner, presently located or hereinafter located on an area which has a frontage of 922.9 feet more or less, along the east right of way line of Coliseum Boulevard South, a north boundary line of 1332 feet more or less, an east boundary line of 1244.1 feet more or less, and a south boundary line of 2039 feet more or less.

The said buildings and improvements which are collectively referred to as "the premises" hereafter in this contract are reflected for tax purposes as real estate assessed valuation of \$808,210 and personal property assessed valuation of \$2,240,534 issued by the Treasurer of Allen County, Indiana. The total assessed valuation being \$3,048,744.

and, WHEREAS, ZOLLNER desires to be assured that fire protection by CITY is available at the premises above described.

NOW, THEREFORE, the parties agree as follows:

1. For one (1) continuous calendar year from the date of this agreement, upon the receipt by CITY'S Fire Department of a notification or signal that there is a fire on the premises above described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, ZOLLNER shall pay to the CITY at the rate of one quarter of 1% (.0025) on the first 2.5 million dollars of assessed valuation and a rate of 2/10 of 1% (.002) on the remaining \$548,744 of

assessed valuation hereinafter identified as the premises. The hereinabove identified having an assessed valuation total of \$3,048,744, the sum owing under this contract is therefore, \$7,347.49. Said sum shall be payable as follows:

1. \$3,673.74 shall be payable upon execution of this contract.
2. The balance due shall be \$3,673.74 payable on or before November 1, 1984.

3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect ZOLLNER'S building, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and ZOLLNER'S operation on the premises, so as to (1) determine the types of fires which may reasonably be anticipated on the premises; (2) to be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

4. The CITY and CITY'S Fire Department shall not assume any liability for the safety, well-being or destruction of any structures, buildings or the contents therein, not for individuals involved herein the execution of the contract.

5. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and the members of the Board of Public Works and Safety, and ratified and approved by the Common Council of the CITY.

ZOLLNER CORPORATION

BY: *Marjorie E. Bowstrom*
Marjorie Bowstrom, Chairman of the
Board and Chief Executive Officer

CITY OF FORT WAYNE, INDIANA

BY: *Win C. Moses, Jr.*
Win C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY: _____
David J. Kiester
Director of Public Works

BY: _____
Lawrence D. Consalvos
Director of Public Safety

BY: _____
Cosette R. Simon
Director of Administration & Finance

I hereby certify that the foregoing contract was ratified
and approved by the Common Council of the City of Fort Wayne, Indiana,
on _____, 1984.

BY: _____
Sandra E. Kennedy, Clerk

BILL NO. R-84-12-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN

~~ORDINANCE~~ RESOLUTION authorizing the City to enter into a Fire
Protection Contract with Zollner Corporation

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

MARK E. GiaOUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

CONCURRED IN 12-19-84
SANDRA E. KENNEDY, CITY CLERK